

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER (UNDER DPAS (15 CFR 350))

RATING

PAGE

OF PGS

1

37

2. CONTRACT (Proc. Inst. Ident.) NO.
DTFA-02-01-D-037603. EFFECTIVE DATE
December 19, 2000

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY CODE

FAA, NAS Acquisition Contracting Team (AMQ-210)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125.4929

6. ADMINISTERED BY (If other than Item 5) CODE

FAA, NAS Acquisition Contract Mgmt. Team (AMQ-240)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125.4929

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Aero Tech Service Associates, Inc.
303 S. Meridian Avenue, Suite 200
Oklahoma City, OK 73108-16398. DELIVERY
FOB Destination☐ FOB ORIGIN ☐ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES
(4 copies unless otherwise specified) TO THE
ADDRESS SHOWN IN:ITEM
BLOCK 12.

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

FAA/MM Aeronautical Center
6500 S. MacArthur Blvd., P. O. Box 25082
Oklahoma City, OK 73125

Mark for: AMI-600B

12. PAYMENT WILL BE MADE BY: CODE

FAA, Financial Operations Division (AMZ.100)
P.O. Box 25710
Oklahoma City, OK 73125-4913 (405) 954.4304

13. RESERVED

14. ACCOUNTING AND APPROPRIATION DATA

To be shown on delivery order(s) issued hereunder.

15A. ITEM NO

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

Accepted as to items 1 through 4 inclusive, in Part I, Section B, Base Year only.
See Attached Pages 1a through 3a.

Estimated NTE

15G. TOTAL AMOUNT OF CONTRACT

\$515,145.90

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. XX CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return one copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this doc.) Your offer on RFO Number DTFA-02- , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER

Luis Franco

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY *[Signature]*
(Signature of person authorized to sign)

12/19/2000

BY *[Signature]*
(Signature of Contracting Officer)

12/19/2000

The following changes are hereby incorporated into Screening Information Request No. DTFA-02-01-R-00001 and are a part of the resulting contract.

PART 1 - SECTION H - SPECIAL CONTRACT REQUIREMENTS

CHANGE subparagraph (a) of H.24 to read:

This clause applies to FAA support contractor personnel attendance of FAA-sponsored training.

(a) Where the FAA is providing training to tasks unique to performance of FAA requirements, e.g., AMS training, support contractor personnel may be allowed to attend on a space-available basis. **FAA will pay direct hourly charges associated with the number of hours spent in training when directed, and as authorized, by the contracting officer.**

PART II - SECTION I - CONTRACT CLAUSES

REPLACE 1.1, 3.13-6 Security Requirements (February 2000)
with the version shown below:

CLA.4543

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to: (1) FAA facilities, (2) classified information, (3) sensitive information, **and/or** resources regardless of the location where such access occurs.

(b) Consistent with FAA Security Policy, the FAA Servicing Security Element (SSE) has designated risk levels for the following positions under the contract:

(i) Consistent with FAA Security Policy, the FAA Servicing Security Element (SSE) has designated risk levels for all support positions under this contract as Level **6, High Risk**.

(c) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, the contractor shall submit the following documentation: to the SSE for an employment suitability determination.

-Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

-One single sheet fingerprint chart (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

-OF-306, Declaration of Federal Employment.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, **and/or** tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as consistent with FAA Security Policy. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of the FAA Security Policy, it shall be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth and social security number of the employee as well as the name of the investigating entity and approximate date the previous background investigation was completed.

The contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Investigations Division, AGO-300
Office of Civil Aviation Security
800 Independence Ave. SW
Washington, D.C. 20591

Mike Monroney Aeronautical Center Contracts:

Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to Section (c) of this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(d) The contractor shall submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (b) of this Clause.

(e) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has granted its approval. However, if this provision is added by modification to an existing contract, employees performing in the positions listed above may continue work on the contract pending the submittal of necessary forms, if any, and completion of a suitability investigation by the SSE, subject to the following conditions: SSC will grant a waiver upon receipt of security investigation for new hires.

(9) The Contractor shall submit monthly reports providing the following information to the Contracting Officer with a copy to the SSE and the COTR on or before the fifth day following each report period: (1) A complete listing by full name in alphabetical order with the date of birth and social security number, of all contractor personnel who worked at an FAA facility anytime during the report month (date of birth and social security number shall be omitted from CO and COTR copies of report(s)). Also, include those employees on furlough or not working at a FAA facility who still hold the FAA facility's keys or badges.

(2) The list shall show the shift(s) worked by that person and FAA facility location of that person's work site (i.e., building, room, area, etc.).

(g) The Contractor shall notify the SSE within one (1) day after any employee identified pursuant to Section (b) of this Clause is terminated from employment.

(h) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including fingerprinting) deemed necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE. and the same transmittal letter requirements of Section (c) of this Clause shall apply.

(i) Failure to submit information required by this clause within the time required is a material breach of the contract.

(j) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(k) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access as stated in paragraph (a).

ATTACHMENT 1 – PERFORMANCE WORK STATEMENT

DELETE 3.1 Government Provided Training and **REPLACE** with:

3.1 GOVERNMENT PROVIDED TRAINING

Contractor personnel participation in FAA-sponsored training shall be in accordance with Section H.24 of the contract.

PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Telecommunications Infrastructure Program support services in accordance with the terms, conditions and provisions set forth herein and in the attached Performance Work Statement (PWS). The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	PHASE-IN (See H.14)	1	Job	XXXX	\$ 0.00

(Not applicable to Option Years)

BASE YEAR — (January 1, 2001 through December 31, 2001)

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Estimated Amount</u>
DISCIPLINE (SKILL):					
2	Telecommunications Manager				
2.1A	Telecommunications Manager (Regular Hrs)	1,872	Hr	\$43.67	\$ 81,740.09
2.1B	Telecommunications Manager (Premium Hrs)	1*	Hr	\$56.37	\$ 56.37
2.2	Lead Telecommunications Technician				
2.2A	Lead Telecommunications Technician (Reg Hrs)	1,872Hr	Hr	\$36.78	\$ 68,844.00
2.2B	Lead Telecommunications Technician (Prem Hrs)	1*	Hr	\$47.29	\$ 47.29
2.3	Telecommunications Technician				
2.3A	Telecommunications Technician (Regular Hrs)	3,744	Hr	\$31.43	\$117,657.92
2.3B	Telecommunications Technician (Premium Hrs)	1	Hr	\$40.24	\$ 40.24
2.4	Telecommunications Electrician				
2.4A	Telecommunications Electrician (Regular Hrs)	1,872	Hr	\$28.29	\$ 52,963.01
2.4B	Telecommunications Electrician (Premium Hrs)	1*	Hr	\$36.11	\$ 36.11
2.5	Telecommunications Wire Mechanic				
2.5A	Telecommunications Wire Mechanic (Reg Hrs)	5,616	Hr	\$30.05	\$168,760.99
2.5B	Telecommunications Wire Mechanic (Prem Hrs)	1	Hr	\$38.43	\$ 38.43

The annual estimated quantity of one (1) hour was provided for the purpose of evaluation.

3.	MATERIALS	Estimated NTE 5 25,170.89
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The contractor shall furnish materials necessary to support telecommunications effort accomplished under CLIN 2. For the purpose of this contract, training and subcontract effort are considered to be included under materials. (To be reimbursed at contractor's cost)

4.	TRAVEL (Reference PWS Part II, Paragraph D)	Estimated NTE \$ 0.00
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Costs shall be reimbursed to the contractor in accordance with Clause H.25.

PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Telecommunications Infrastructure Program support services in accordance with the terms, conditions and provisions set forth herein and in the attached Performance Work Statement (PWS). The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	RESERVED	X	XXX	XXXX	XXXXXX

(Not applicable to Option Years)

SECOND YEAR — (January 1, 2002 through December 31, 2002)

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Annual Requirements</u>	<u>Unit</u>	<u>Composite Rate</u>	<u>Estimated Amount</u>
<u>DISCIPLINE (SKILL):</u>					
2	Telecommunications Manager				
2.1A	Telecommunications Manager (Regular Hrs)	1,872	Hr	\$44.50	\$ 83,296.55
2.1B	Telecommunications Manager (Premium Hrs)	1*	Hr	\$57.42	\$ 57.42
2.2	Lead Telecommunications Technician				
2.2A	Lead Telecommunications Technician (Reg Hrs)	1,872 Hr	Hr	\$36.80	\$ 68,880.82
2.28	Lead Telecommunications Technician (Prem Hrs)	1*	Hr	\$47.29	\$ 47.29
2.3	Telecommunications Technician				
2.3A	Telecommunications Technician (Regular Hrs)	3,744	Hr	\$31.44	\$117,723.09
2.3B	Telecommunications Technician (Premium Hrs)	1*	Hr	\$40.24	\$ 40.24
2.4	Telecommunications Electrician				
2.4A	Telecommunications Electrician (Regular Hrs)	1,872	Hr	\$28.31	\$ 52,993.12
2.4B	Telecommunications Electrician (Premium Hrs)	1*	Hr	\$36.11	\$ 36.11
2.5	Telecommunications Wire Mechanic				
2.5A	Telecommunications Wire Mechanic (Reg Hrs)	5,616	Hr	\$30.07	\$168,855.48
2.5B	Telecommunications Wire Mechanic (Prem Hrs)	1*	Hr	\$38.43	\$ 38.43

The annual estimated quantity of one (1) hour was provided for the purpose of evaluation.

3.	MATERIALS	Estimated NTE 5 22,755.25
The contractor shall furnish materials necessary to support telecommunications effort accomplished under CLIN 2. For the purpose of this contract, training and subcontract effort are considered to be included under materials. (To be reimbursed at contractor's cost)		
4.	TRAVEL (Reference PWS Part II, Paragraph D)	Estimated NTE 5 0.00
Costs shall be reimbursed to the contractor in accordance with Clause H.25.		

PART I –SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Telecommunications Infrastructure Program support services in accordance with the terms, conditions and provisions set forth herein and in the attached Performance Work Statement (PWS). The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	RESERVED	X	XXX	XXXX	XXXXXX

(Not applicable to Option Years)

THIRD YEAR —(January 1,2003 through December 31, 2003)

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Estimated Amount</u>
<u>DISCIPLINE (SKILL):</u>					
2	Telecommunications Manager				
2.1A	Telecommunications Manager (Regular Hrs)	1,872	Hr	\$45.34	\$ 84,882.57
2.1B	Telecommunications Manager (Premium Hrs)	1*	Hr	\$58.50	\$ 58.50
2.2	Lead Telecommunications Technician				
2.2A	Lead Telecommunications Technician (Reg Hrs)	1,872 Hr	Hr	\$36.82	\$ 68,923.47
2.2B	Lead Telecommunications Technician (Prem Hrs)	1*	Hr	\$47.29	\$ 47.29
2.3	Telecommunications Technician				
2.3A	Telecommunications Technician (Regular Hrs)	3,744	Hr	\$31.46	\$117,798.23
2.3B	Telecommunications Technician (Premium Hrs)	1*	Hr	\$40.24	\$ 40.24
2.4	Telecommunications Electrician				
2.4A	Telecommunications Electrician (Regular Hrs)	1,872	Hr	\$28.33	\$ 53,027.71
2.4B	Telecommunications Electrician (Premium Hrs)	1*	Hr	\$36.1	\$ 36.11
2.5	Telecommunications Wire Mechanic				
2.5A	Telecommunications Wire Mechanic (Reg Hrs)	5,111	Hr	\$30.09	\$168,964.27
2.5B	Telecommunications Wire Mechanic (Premium Hrs)	1*	Hr	\$38.43	\$ 38.43

The annual estimated quantity of one (1) hour was provided for the purpose of evaluation.

3.	MATERIALS	Estimated NTE 5 22,851.04
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The contractor shall furnish materials necessary to support telecommunications effort accomplished under CLIN 2. For the purpose of this contract, training and subcontract effort are considered to be included under materials. (To be reimbursed at contractor's cost)

4.	TRAVEL (Reference PWS Part II, Paragraph D)	Estimated NTE \$ 0.00
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Costs shall be reimbursed to the contractor in accordance with Clause H.25.

PART I – SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Telecommunications Infrastructure Program support services in accordance with the terms, conditions and provisions set forth herein and in the attached Performance Work Statement (PWS). The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	RESERVED	X	XXX	XXXX	XXXXXX

(Not applicable to Option Years)

FOURTH YEAR — (January 1, 2004 through December 31, 2004)

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Estimated Amount</u>
<u>DISCIPLINE (SKILL):</u>					
2	Telecommunications Manager				
2.1A	Telecommunications Manager (Regular Hrs)	1,872	Hr	\$46.21	\$ 86,500.89
2.18	Telecommunications Manager (Premium Hrs)	1*	Hr	\$59.61	\$ 59.61
2.2	Lead Telecommunications Technician				
2.2A	Lead Telecommunications Technician (Reg Hrs)	1,872 Hr	Hr	\$36.84	\$ 68,966.12
2.2B	Lead Telecommunications Technician (Prem Hrs)	1'	Hr	\$47.29	\$ 47.29
2.3	Telecommunications Technician				
2.3A	Telecommunications Technician (Regular Hrs)	3,744	Hr	\$31.48	\$117,873.36
2.38	Telecommunications Technician (Premium Hrs)	1*	Hr	\$40.24	\$ 40.24
2.4	Telecommunications Electrician				
2.4A	Telecommunications Electrician (Regular Hrs)	1,872	Hr	\$28.35	\$ 53,062.30
2.48	Telecommunications Electrician (Premium Hrs)	1*	Hr	\$36.11	\$ 36.11
2.5	Telecommunications Wire Mechanic				
2.5A	Telecommunications Wire Mechanic (Reg Hrs)	5,616	Hr	\$30.11	\$169,073.05
2.5B	Telecommunications Wire Mechanic (Prem Hrs)	1*	Hr	\$38.43	\$ 38.43

*The annual estimated quantity of one (1) hour was provided for the purpose of evaluation.

3.	MATERIALS	Estimated NTE 5 22,934.09
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The contractor shall furnish materials necessary to support telecommunications effort accomplished under CLIN 2. For the purpose of this contract, training and subcontract effort are considered to be included under materials. (To be reimbursed at contractor's cost)

4.	TRAVEL (Reference PWS Part II, Paragraph D)	Estimated NTE \$ 0.00
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Costs shall be reimbursed to the contractor in accordance with Clause H.25.

PART I –SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Telecommunications Infrastructure Program support services in accordance with the terms, conditions and provisions set forth herein and in the attached Performance Work Statement (PWS). The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	RESERVED	X	XXX	XXXX	X M M X

(Not applicable to Option Years)

FIFTH YEAR — (January 1, 2005 through December 31, 2005)

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Estimated Annual Reuirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Estimated Amount</u>
<u>DISCIPLINE (SKILL):</u>					
2	Telecommunications Manager				
2.1A	TelecommunicationsManager (Regular Hrs)	1,872	Hr	\$47.09	\$ 88,144.72
2.18	TelecommunicationsManager (Premium Hrs)	1*	Hr	\$60.73	\$ 60.73
2.2	Lead Telecommunications Technician				
2.2A	Lead TelecommunicationsTechnician (Reg Hrs)	1,872 Hr	Hr	\$36.86	\$ 69,002.94
2.28	Lead TelecommunicationsTechnician (Prem Hrs)	1*	Hr	\$47.29	\$ 47.29
2.3	Telecommunications Technician				
2.3A	TelecommunicationsTechnician (Regular Hrs)	3,744	Hr	\$31.50	\$117,938.53
2.3B	TelecommunicationsTechnician (Premium Hrs)	1*	Hr	\$40.24	\$ 40.24
2.4	Telecommunications Electrician				
2.4A	TelecommunicationsElectrician (Regular Hrs)	1,872	Hr	\$28.36	\$ 53,092.40
2.4B	TelecommunicationsElectrician (Premium Hrs)	1*	Hr	\$36.11	\$ 36.11
2.5	Telecommunications Wire Mechanic				
2.5A	TelecommunicationsWire Mechanic (Reg Hrs)	5,616	Hr	\$30.12	\$169,167.54
2.5B	TelecommunicationsWire Mechanic (Prem Hrs)	1*	Hr	\$38.43	\$ 38.43

"The annual estimated quantity of one (1) hour was provided for the purpose of evaluation.

- | | | |
|----|-----------|-------------------------------|
| 3. | MATERIALS | Estimated NTE
\$ 23,020.36 |
|----|-----------|-------------------------------|

The contractor shall furnish materials necessary to support telecommunications effort accomplished under CLIN 2. For the purpose of this contract, training and subcontract effort are considered to be included under materials. (To be reimbursed at contractor's cost)

- | | | |
|----|---|--------------------------|
| 4. | TRAVEL (Reference PWS Part II, Paragraph D) | Estimated NTE
\$ 0.00 |
|----|---|--------------------------|

Costs shall be reimbursed to the contractor in accordance with Clause H.25.

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**C.1 SCOPE OF WORK**

The contractor shall provide the services as referenced in Section B in accordance with the Performance Work Statement (PWS) for the Federal Aviation Administration, Mike Monroney Aeronautical Center, Telecommunications Infrastructure Program PWS, dated October 24, 2000, and listed as Attachment 1 in Part III - Section J, List of Attachments, and the terms, conditions and provisions included herein.

C.2 DEFINITIONS

(a) ~~Hourly Composite Rate~~ includes direct and indirect labor, indirect material, overhead and profit. Payment under the applicable item will be computed by multiplying the Direct Labor Hours expended by the Hourly Composite Rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour.

(b) Additional definitions/acronyms relating to required services are listed on pages 3 and 4 of the PWS.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE**E.1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the services performed under this contract shall be at destination, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma.

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurementtoolbox").

3.10.4-4 Inspection of Services — Fixed-Price & Cost Reimbursement (April 1996)(Applicable to CLIN ■)

3.10.4-5 Inspection—Time-and-Material and Labor-Hour (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE**F.1 AUTHORIZED PERFORMANCE (JAN 1997)**

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 CONTRACT PERIOD

The effective period of this contract is estimated to be from January 1, 2001, or date of award, whichever is later, through December 31, 2001.

F.3 TRANSITION AND PERIOD OF PERFORMANCE

This contract includes a 31-day transition period tentatively scheduled to begin December 1, 2000, followed by the base year performance starting January 1, 2001, and continuing through December 31, 2001. The base year is followed by four 1-year option periods to be exercised at the sole discretion of the Government. Should a contract be awarded with an effective date later than December 1, 2000, the contract price for the month would be adjusted/prorated based on the total number of days remaining in the contract month.

F.4 PLACE OF PERFORMANCE/DELIVERIES

(a) Principal place of performance shall be at the Mike Monroney Aeronautical Center, 3500 South MacArthur Boulevard, Oklahoma City, OK 73169 (Mail: P.O. Box 25082, Oklahoma City, OK 73125).

(b) All data and/or reports shall be delivered as specified in the PWS, Part II, Section E, Correspondence Requirements.

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 OPTION TO EXTEND SERVICES (JAN 1997)**
CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend

Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.2 INVOICING PROCEDURES -GENERAL (JUL 1997)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to: **FAA**, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City. OK 73125-4913
- (2) Two copies to: **FAA**, Mike Monroney Aeronautical Center
NAS, Contract Management Team (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125
- (1) One copy to: **FAA**, Mike Monroney Aeronautical Center
Microcomputer Technology Division (AMI-600)
P.O. Box 25082
Oklahoma City. OK 73125

- (b) Each invoice shall highlight the following information:
- (1) Contract number and applicable Delivery Order number.
 - (2) Noun description of services and/or supplier, including applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.

G.3 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.4 GOVERNMENT-FURNISHED PROPERTY

As specified in Part III, Section B, Government and Contractor Furnished Items, of the PWS, government-furnished property and services will be provided to the contractor for use in the performance of this contract. The Contractor's Guide for Control of Government Property is available on the internet at <http://fast.faa.gov>.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF CRIMINAL ACTIVITY BY
CLA.0069
CONTRACT EMPLOYEE (MAR 2000)

Upon learning that a contract employee has been charged by a law enforcement agency for any offense other than minor traffic offense, the contractor shall be required to provide written notification within one workday to the Contracting Officer. The Contracting Officer shall then notify AMC-700 in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less.

H.2 SAFETY AND HEALTH (JAN 1997)
CLA.0090

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19A and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3 9 4 0 (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies – General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.

(e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H.3 CEILING PRICE (JAN 1997)
CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

H.4 DIRECT HOURLY LABOR RATE (JAN 1997) CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of **Supplies/Services and Prices/Costs**, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated **composite/billing** rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and **Prices/Cost**. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Worked</u>	<u>Hours</u>	<u>Total Labor</u>
Contract Skill I	Employee A - \$22.00		100	\$ 2,200.00
	Employee B - \$20.00		100	2,000.00
	Employee C - \$19.00		100	1,900.00
	Employee D - \$19.50		<u>100</u>	<u>1,950.00</u>
Invoice Total			400	\$ 8,050.00
Previous Totals (All other invoices)			<u>4,000</u>	<u>79,950.00</u>
Cumulative Total			<u>4,400</u>	<u>\$88,000.00</u>

Cumulative Weighted Average: $\$88,000 / 4,400 \text{ hours} = \20.00

Cumulative Amount Billed: $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00	100	\$ 1,800.00
	Employee H - \$19.00	100	1,900.00
	Employee J - \$18.50	100	1,850.00
Invoice Total		300	\$ 5,550.00
Previous Totals (All other invoices)		<u>4,000</u>	<u>74,400.00</u>
Cumulative Total		<u>4,300</u>	<u>\$79,950.00</u>

Cumulative Weighted Average $\$79,950 / 4,300 \text{ hours} = \18.59

Cumulative Amount Billed: $\$32.00 \times 4,300 \text{ hours} = \$137,600$

Final Billing Adjustment

Skill I

Wage ratio 93% ($\$20.00/\21.50), Variance 7% (100%-93%),

Adjustment 5% (98%-93%)

Credit to Government \$8,360 ($\$167,200 \times 5\%$)

Skill II

Wage ratio 99% ($\$18.59/\18.75), Variance 1% (100%-99%),

Adjustment 0% (98%-99%)

Credit to Government \$-0- ($\$137,600 \times 0\%$)

H.5 CONTRACT SHUTDOWN PROCEDURES PENDING
CLA.1051
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default. or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.6 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL

(a) The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal histories shall be the responsibility of the contractor; if the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contract's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph-7 of the contract attachment entitled "Screening Standards" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(c) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole option, grant a waiver to this clause. Contractor's request for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request within 15 days following receipt; the decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes"

clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(d) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(e) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(f) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(g) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.7 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997) CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

H.8 LIABILITY INSURANCE (JAN 1997) CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance—Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, NAS Contract Management Team (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

H9 VEHICLE ACCESS TO AIRCRAFT **RAMP/HANGAR** AREA (JAN 1997)
CLA.3401

(a) Contractor vehicles, including vehicles of suppliers and subcontractors, entering the Aeronautical Center aircraft ramp/hangar area (defined as that area east of Duke Avenue where access is limited by security guard or locked doors/gates), must display a ramp permit. The Contracting Officer is generally responsible for issuing ramp permits to contractors; however, in certain situations, the Contracting Officer may direct the contractor to obtain such ramp permits directly from the Director of Airports through the Airport Police Department. Applications for ramp permits may be obtained from the Airport Police Department or the Civil Aviation Security Division. AMC-700. After completion of the application, it shall be taken to AMC-700 for approval prior to taking it to the Airport Police Department for issuance of the ramp permit.

(b) Ramp permits are issued subsequent to the Contracting Officer's receipt of a current certificate of insurance for vehicle liability, furnished by the contractor, as follows:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Bodily injury	\$200,000 for each person \$500,000 for each occurrence
Property damage	\$1,000,000 for each accident

(c) The policy of insurance shall contain the following statements:

- (1) "The United States of America, acting by and through the Federal Aviation Administration, The City of Oklahoma City, and Oklahoma City Airport Trust, are additional insureds with respect to operations performed under this contract."
- (2) "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration, in care of the issuing office, 30 days in advance of any reduction in or cancellation of this policy."

(d) The address of the certificate holder shall be:

FAA, Office of Acquisition Services
NAS. A&F Acquisition Division
Contract Administration, AMQ-240
P.O. Box 25082
Oklahoma City, OK 73125

(e) In addition to (b) and (c) above, the contractor shall furnish to the Contracting Officer, at any time during the contract period, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

H.10 AERONAUTICAL CENTER REGULATIONS (JAN 1997)
CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting the worksite, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at the Mike Monroney Aeronautical Center/Will Rogers World Airport.

H.II GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES
CLA.3403
AND VEHICLE DECALS (APRIL 2000)

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Representative (COR).

When contract employees who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flightline identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys, and RUSCARDS issued to the contractor at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300. RUSCARD keys shall be handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under AMS Clause 3.13-6 Security Requirements.

(2) To obtain the ID card each employee shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by AMS Clause 3.13-6, Security Requirements is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract employees. Final clearance will be accomplished by close of business the final

work-day of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COR, CO, and AMC-700 after completion.

**H.12 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT
CLA.4527
EMPLOYEES (JAN 2000)**

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to allow any former Government employee, who separated from Government service with a Voluntary Separation Incentive Payment (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

(b) The contractor shall notify the Contracting Officer in advance of any proposed work or change in work to be done under this contract by a former government "buyout" employee. Such written notification shall include:

- 1) employee's full name and date of separation from Government service,
- 2) name and location of former Government agency of employment, and
- 3) either evidence of any one of the following;
 - (i) repayment of the separation incentive or a court approved settlement, or
 - (ii) a waiver of repayment granted under authority of the statute(s) or
 - (iii) that five years have lapsed since separation from government service; or
- 4) proposed job title, work location and "a detailed statement of work to be performed by the former employee" under the contract

(c) The contracting officer's non-objection described in (a) above is at the sole discretion of the Government. In no event shall the Government's decision under (a) above with respect to any person, or the length of time to arrive at the decision, constitute grounds for adjustment of the contract price, or the contract performance or delivery requirements.

**H.13 AGREEMENT TO PARTICIPATE IN ALTERNATIVE
CLA.4540
DISPUTE RESOLUTION (APRIL 1998)**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.14 TRANSITION REQUIREMENTS

(a) To ensure a smooth transition in the change of work effort from the current contractor to the successor contractor, this contract contains a 31-day transition period. The purpose of this transition period is to:

- (1) Observe work accomplishment by the incumbent contractor;
- (2) Become thoroughly familiar with work requirements and work procedures;
- (3) Complete training requirements and accomplish necessary training of contractor employees;

- (4) Obtain security clearances; and
- (5) Obtain all required equipment, uniforms, vehicles, etc., necessary for the contractor to begin full performance on January 1, 2001.
- (b) The contractor will be allowed access to the facilities to familiarize supervisors, key personnel and staff with current operation. Such access, however, will not interfere with the activities of current contract personnel. To preclude such interference, arrangements will be made with the Contracting Officer (CO) or the designated CO Representative (COR).
- (c) At the completion of the transition period, the contractor will assume responsibility for all contract services.

H.15 CONTRACTOR-FURNISHED PROPERTY

The contractor shall furnish the property specified in Part III, Section B, Government and Contractor Furnished Items, of the PWS.

H.16 PROPERTY REPORTS

- (a) The Contractor shall prepare an annual report of FAA property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of FAA Property.

H.17 TRAINING FOR DRIVERS IN AIRPORT OPERATIONS AREA

(a) The contractor shall ensure that all of their personnel who will have unescorted driving privileges on the Aeronautical Center Air Operations Area (AOA) have read, and certified that they have read, DOT/FAA Order 5200.7, Training for Drivers In An Airport Operations Area, Appendix 1, A Guide to Ground Vehicle Operations on an Airport (DOTIFWAS-90-3). This order established requirements for driver training for personnel who, as a part of their job, are required to drive on any airport AOA. Pursuant to the Order, no personnel will be permitted to drive on the airside portion of the airport unless he/she has read, and certified to his/her supervisor that he/she has read the above referenced order.

(b) To ensure that any contractor employee who will be driving on the airport has complied with this directive and has read the Guide, the contractor shall certify compliance with the requirement by completing and returning to the CO or COR, Order 5200.7, Appendix 2, FAA Driver Training Certification, for each contract employee having need to drive on the airside portion of the airport. All contractor personnel must have the required certification on file in order to have unescorted driving privileges on the AOA:

H.18 SUPERVISION OF CONTRACTOR EMPLOYEES

The contractor shall designate one or more supervisors to be located on site within the designated place of performance. Contractor supervisors will provide day-to-day supervision of contractor employees including but not limited to work assignment, leave, payroll records, etc. At no time will contractor employees be supervised by Government personnel.

H.19 QUALITY CONTROL PLAN

The contractor shall submit a "final" Quality Control Plan (QCP) to the Contracting Officer pursuant to the PWS, paragraph 6.1.1, within 10 calendar days after contract award. This QCP shall be approved by the Contracting Officer within 10 calendar days from the date it was received from the contractor.

H.20 STAFFING/RESOURCE UTILIZATION

The contractor shall assure that persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty, or upward salary adjustment resulting from the contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and shall not be allowed for purposes of reimbursement under this contract.

H.21 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

H.22 CONTRACTOR TESTIMONY

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and/or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract, shall be immediately reported to the Contracting Officer. Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

H.23 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

H.24 CONTRACTOR ATTENDANCE AT FAA SPONSORED TRAINING

This clause applies to FAA support contractor personnel attendance of FAA-sponsored training.

(a) Where the FAA is providing training for tasks unique to performance of FAA requirements, e.g., AMS training, support contractor personnel may be allowed to attend on a space-available basis. However, FAA will not pay direct hourly charges associated with the number of hours spent in training unless specifically permitted in accordance with the terms of the contract.

(b) Only the Contracting Officer may authorize attendance of contractor support personnel of FAA-sponsored training.

(c) The contractor must secure the written authorization from the Contracting Officer prior to beginning of the first class day for any employee attendance of FAA-sponsored training.

(d) The contractor must provide the Course Instructor with the Contracting Officer's signed authorization for attendance of FAA-sponsored training prior to the start of the first class day.

H.25 TRAVEL COSTS

(a) The FAA will reimburse the contractor for actual subsistence and travel costs required and incurred by contractor personnel traveling outside their assigned work location in performance of this contract. Travel must be authorized in advance by the Contracting Officer or Contracting Officer's Technical Representative.

(b) Travel and per diem expenses will be reimbursed at the contractor's actual purchase price not to exceed subsistence rates authorized by the Federal Travel Regulations, **FPMR** 101-7 as amended, issued by the General Services Administration (GSA). Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable. Expenses for travel by motor or other common carrier shall be reimbursed on a mileage basis at the GSA local automobile transportation rate in effect at the time the travel is accomplished, per vehicle, plus necessary tolls in lieu of actual expenses of such travel. The provisions of the Foreign Service Act of 1980 shall govern any travel outside the United States, the Commonwealth of Puerto Rico and U.S. territories and possessions.

(c) The contractor shall not be entitled to reimbursement for additional travel associated with contractor-directed personnel changes, personnel labor disputes, for employee convenience, or for travel to and from the normal assigned work location.

(d) Travel, per diem, and subsistence costs, transportation (including local area), and other related expenses may be subject to indirect costs, e.g., overhead and **G&A**, in accordance with the contractor's accounting system.

PART II -SECTION I -CONTRACT CLAUSES

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods **only** if authorized in the Schedule. (End of clause)

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. ~~When~~ the Government requires supplies or services covered by this contract in an amount of less than \$25, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to ~~honor~~-

(1) Any order for a single item in excess of the estimated annual requirement specified in Part I, Section B;

(2) Any order for a combination of items in excess of the **estimated annual requirement** specified in Part I, Section B; or

(3) A series of orders from the same ordering office within **30 days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government ~~is not required to order a part of any~~ one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall ~~honor~~ any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another Source. (End of Clause)

3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not **result** in orders in the quantities described as "estimated" or "**maximum**" in the Schedule, that fact **shall not constitute** the basis for an equitable price adjustment.

(b) Delivery or performance ~~shall~~ be made only as authorized by orders issued in accordance ~~with~~ the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or ~~services~~ specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government ~~is not required to purchase from the Contractor requirements in~~ excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or ~~services~~ from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

3.2.4-34 Option to Extend **Services** (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.2.4-35 Option to Extend the **Term** of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract **expires**. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to ~~include~~ this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (exclusive of any transition period). (End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are ~~not~~ presently available for **performance** under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract ~~beyond~~ the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. (End of clause)

3.6.1-7 **Limitations on Subcontracting** (August 1997)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.

(b) Supplies (other than procurements from a regular ~~dealer~~ in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The prime contractor shall perform at ~~least~~ 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

Contractor Subcontractor
 Direct Labor \$ _____ \$ _____
 Allowable Overhead _____
 Subtotal (A) _____ (B) _____
 Labor G&A @ _____ % _____
 Total Labor Costs (C) _____ (D) _____

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula $(D)/(C) + (D)$, calculate the subcontracting labor cost percentage.

You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs.

3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (August 1998)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), **whichever is first:**

(1) NAICS code 811213 is **not** included in the offeror's approved business plan;
 (2) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The contractor will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party. (End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: it is Not a Wage Determination

Employee class		Monetary Wage-Fringe Benefits
Telecom Manager	(FG-12)	\$24.02 per hr.
Telecom Lead Tech	(FG-11)	\$20.05 per hr.
Telecom Technician	(WG-10)	\$16.48 per hr.
Telecom Electrician	(WG-9)	\$15.63 per hr.
Telecom Wire Mechanic	(WG-9)	\$15.63 per hr.

3.8.2-11 Continuity of Services (April 1996) (R)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract. (End of clause)

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Lead Telecommunications Manager.

3.8.2-21 Key -Badge Requirements (August 1998)

The FAA may issue keys and badges to contractor personnel that require regular access to designated FAA work areas to perform contract work. The contractor shall assure that its personnel do not duplicate keys or use the keys and badges for other than the intended purpose which would be a violation of security procedures. Upon (1) contract completion, (2) contract termination, or (3) discontinuation of individual contractor personnel under the contract, the contractor shall immediately return the FAA badges and keys. The contractor shall return these items to the Contracting Officer. In the event the contractor fails to return all keys and badges, the FAA may withhold \$200 for each badge or key not returned. If the contractor does not return the badges or keys within 30 days from the date the withholding action was initiated, the contractor shall forfeit the withheld amount. (End of Clause)

3.9.1-1 Contract Disputes (August 1999)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contract number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing that the contract dispute was timely filed;
- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
- (6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
400 7th Street, S.W., Room 8332
Washington, DC 20590
Telephone: (202) 366-6400. Facsimile: (202) 366-7400; or
- (2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA

claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>. (End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause. (End of clause)

3.10.1-22 Contracting Officer's Technical Representative (July 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

11 3.13-6 Security Requirements (FEBRUARY 2000) (Revised APRIL 2000)

CU. 4543

(a) This clause applies to the contractor employees, or contractors with access to: (1) FAA (2) classified Information, (3) sensitive information, and/or resources regardless of the location where such access occurs.

(b) Consistent with FAA Security Policy, the FAA Servicing Security Element (SSE) has designated risk levels for the following positions under the contract:

(i) Consistent with FAA Security Policy, the FAA Servicing Security Element (SSE) has designated risk levels for all support positions under this contract as level _____ risk.

(c) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

-Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

-One single sheet fingerprint chart (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as consistent with FAA Security Policy. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of the FAA Security Policy, it shall be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth and social security number of the employee as well as the name of the investigating entity and approximate date the previous background investigation was completed.

The contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Investigations Division, ACO-300
Office of Civil Aviation Security
800 Independence Ave. SW
Washington, D.C. 20591

Mike Monroney Aeronautical Center Contracts:

Mgr.. Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to Section (c) of this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(d) The contractor shall submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (b) of this Clause.

(e) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has granted its approval. However, if this provision is added by modification to an existing contract, employees performing in the positions listed above may continue work on the contract pending the submittal of necessary forms, if any, and completion of a suitability investigation by the SSE, subject to the following conditions: SSC will grant a waiver upon receipt of security investigation for new hires.

(f) The Contractor shall submit monthly reports providing the following information to the Contracting Officer with a copy to the SSE and the COTR on or before the fifth day following each report period: (1) A complete listing by full name in alphabetical order with the date of birth and social security number. of all contractor personnel who worked at an FAA facility anytime during the report month (date of birth and social security number shall be omitted from CO and COTR copies of report(s)). Also, include those employees on furlough or not working at a FAA facility who still hold the FAA facility's keys or badges.

(2) The list shall show: a shift(s) worked by that person and FAA facility location of that person's work site (i.e., building, room, area, etc.).

(g) The Contractor shall notify the SSE within one (1) day after any employee identified pursuant to Section (b) of this Clause is terminated from employment.

(h) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including fingerprinting) deemed necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE. and the same transmittal letter requirements of Section (c) of this Clause shall apply.

(i) Failure to submit information required by this clause within the time required is a material breach of the contract.

(j) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract. the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(k) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access as stated in paragraph (a).

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.2.2.3-32	Waiver of Facilities Capital Cost of Money (April 1996)
3.2.2.3-33	Order of Precedence (January 1999)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-6	Restrictions on Subcontractor Sales to the FAA (April 1996)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-11	Drug Free Workplace (April 1996)
3.3.1-1	Payments (April 1996)
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
3.3.1-6	Discounts for Prompt Payment (April 1996)
3.3.1-7	Limitation on Withholding of Payments (April 1996)
3.3.1-8	Extras (April 1996)
3.3.1-9	Interest (April 1996)
3.3.1-10	Availability of Funds (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (August 1998)
3.3.1-25	Mandatory Information for Electronic Funds Transfer Payment (October 1996)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-12	Insurance (July 1996)
3.4.2-6	Taxes—Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-8	Federal, State, and Local Taxes—Fixed Price Contract (April 1996)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)
3.5-3	Patent Indemnity (April 1996)
3.5-13	Rights in Data—General (October 1996)
3.6.2-1	Contract Work Hours and Safety Standards Act—Overtime Compensation (April 1996)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
3.6.2-13	Affirmative Action for Workers with Disabilities (April 2000)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
3.6.2-16	Notice to the Government of Labor Disputes (April 1996)
3.6.2-28	Service Contract Act of 1965, as Amended (April 1996)
3.6.2-30	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (April 1996)
3.6.3-2	Clean Air and Clean Water (April 1996)
3.7-1	Privacy Act Notification (October 1996)

3.7-2	Privacy Act (October 1996)
3.8.2-10	Protection of Government Buildings, Equipment, and Vegetation (April 1996)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-12	Changes—Fixed-Price (April 1996)
3.10.1-12	Changes—Fixed-Price (Alternate I) (April 1996)
3.10.1-14	Changes—Time and Materials or Labor Hours (April 1996)
3.10.2-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
3.10.2-5	Competition in Subcontracting (January 1998)
3.10.3-1	Definitions (December 1997)
3.10.3-2	Government Property-Basic Contract (December 1997)
3.10.3-8	Special Tooling (December 1997)
3.10.3-9	Special Test Equipment (December 1997)
3.10.3-10	Management of Government Property in Contractor's Possession (December 1997)
3.10.3-11	Contractor's Maintenance Program (December 1997)
3.10.3-12	Identification of government Property (December 1997)
3.10.3-13	Segregation of Government Property (December 1997)
3.10.3-14	Inventories (December 1997)
3.10.3-15	Disposition of Government Property (December 1997)
3.10.5-1	Product Improvement/Technology Enhancement (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.10.6-7	Excusable Delays (October 1996)
3.13-8	Foreign Nationals as Contractor Employees (February 2000)

PART III -SECTION J
LIST OF ATTACHMENTS

<u>ATTCH</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Performance Work Statement for FAA. MMAC Security Guard Service	10-24-00	9
2	Wage Determination No. 1994-2432 (Revision No. 12)	09-18-00	10
3	Negotiated Direct Hourly Labor Rates (By Reference Only)	NIA	1
4	Adjudicative Standards: Issues	Undated	1
5	Skill Category Designation (Exempt/Nonexempt)	Undated	1

October 24, 2000

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PERFORMANCE WORK STATEMENT

MIKE MONRONEY AERONAUTICAL CENTER (MMAC)
TELECOMMUNICATIONS INFRASTRUCTURE PROGRAM

Attachment 1

PERFORMANCE WORK STATEMENT (PWS)

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Part I – General Information

A. Introduction

1.0 INTRODUCTION

This effort requires a Support Services Contractor to provide technical and management support **services** for the Mike Monroney Aeronautical Center (MMAC) Telecommunications Infrastructure. The MMAC Telecommunications Infrastructure consists of a Nortel SL-100 Digital Telephone system (a main switch, and **(1)** remote switch), high-speed fiber networks (hubs/switches/routers), and **the** MMAC campus copper and fiber cable plant

1.1 SCOPE

The contractor shall provide experienced, qualified management and technical personnel to maintain and troubleshoot the MMAC Telecommunications Infrastructure. The contractor shall make available all personnel and services necessary to assist the FAA Mike Monroney Aeronautical Center in accomplishing its mission. The contractor may also be required to interface with other contractors, commercial telecommunications companies, equipment manufacturer representatives, engineers, and various agencies, Departmental and other Government organizations relative to maintenance, enhancements, and performance of the MMAC Telecommunications Infrastructure.

B. Applicable Documents

20 DOCUMENT LISTING (None)

2.1 ORDER OF PRECEDENCE

Any conflicts between the contract schedule, attachments **an** **4** for this Performance Work Statement shall be resolved as described in Section I. clause 3.2.2.3-33, Order of Precedence.

C. Acronyms/Terms

3.0 ACRONYMS/TERMS

The following **acronyms/terms** apply to this PWS:

a. COR	Contracting Officer's Representative
b. COTR	Contracting Officer's Technical Representative
c. FAA	Federal Aviation Administration
d. GFE	Government Furnished Equipment
e. IPT	Integrated Product Team
f. LAN	Local Area Network
g. MMAC	Mike Monroney Aeronautical Center
h. PWS	Performance Work Statement
i. WAN	Wide Area Network

Part II – Requirements

A. Work Requirements

1.0 PROGRAM MANAGEMENT

The contractor shall efficiently and effectively manage performance under this contract to ensure that all the necessary technical and administrative planning, organizing, managing, coordinating, tracking, resource management and subcontract management required to ~~perform~~ the tasks outlined in this PWS are successfully completed.

1.1 TECHNICAL SUPPORT TASKS

1.1.1 The contractor shall be responsible to provide specialized skills and knowledge for installation and connectivity of voice, data, and video circuitry, facilities and equipment, which includes LAN and WAN connections, telephone adds, moves and changes. The services provided include problem determination and resolution as related to the Aeronautical Center's network infrastructure facilities (i.e. routers, HUBS, and switches) connecting buildings campus wide, security access circuitry, FTS and local dial, and telephone switch ~~trunking~~.

1.1.2 The contractor shall be responsible for all wiring in support of the MMAC Telecommunications Network Infrastructure. All wiring shall be accomplished in accordance with industry and MMAC established standards.

1.1.3 The contractor shall be responsible for completing work orders issued by the Telecommunications Team (AMI-600B). Work orders will be issued via an automated work order system. The contractor will be required to use the automated work order system and process to receive, track and successfully complete all orders. Routine work orders to add, remove, or change telecommunications service shall be completed within 5 workdays from date of receipt of order. Emergency service orders to add, remove, or change service shall be given immediate attention upon receipt of notification and identification of the service outages.

1.1.4 The contractor shall notify the Contracting ~~Officer~~ Representative (COR), Contracting Officer Technical Representative (COTR) or other designated government representative in advance if services are to be interrupted during regular working hours for the purpose of restoring, repairing of lines, cable, or equipment. The work shall be done at a time, which will cause the least impact to the users. All service interruptions must receive advance approval from the COWCOTR, or designated government representative.

1.1.5 The contractor shall be required to review all technical documents, such as architectural plans, floor plans, site survey reports, test plans, schedules, procedure and acceptance test reports, equipment performance and operational test, and provide feed back to the Telecommunications Team (AMI-600B) as required

1.1.6 The contractor shall review and evaluate technical proposals submitted to the Telecommunications Team (AMI-600B) to change or improve the MMAC infrastructure, and provide comprehensive analysis and recommendations as to the accuracy and technical soundness of the proposals.

1.1.7 The contractor shall maintain a system to evaluate trouble ticket reported outages and take appropriate action to clear the trouble. The maximum time to clear a trouble ticket shall be two (4) hours. Trouble ticket outages for the purpose of this PWS is defined as a single user outage. For all other outages the contractor shall be required to notify the COWCOTR, or designated government official, immediately and give a status report every half-hour until the problem is resolved. Contractor will be required to provide a monthly status report of trouble tickets and actions taken to resolve the trouble.

1.2 MANAGERIAL SUPPORT TASKS

1.2.1 The contractor shall develop and maintain management, scheduling, and tracking systems as well as formulating and maintaining the Telecommunications Team (AMI-600B) project schedules and databases.

1.2.2 The contractor shall perform configuration management to evaluate proposed changes/upgrades to the MMAC infrastructure (hardware and software) to ensure they reflect improvements and are consistent with industry standards and the directions of the Telecommunications Team (AMI-6006). All changes shall be fully documented and coordinated with the Telecommunications Team and must comply with the agency's applicable security regulations. The contractor shall coordinate these efforts, as required, with other organization's support groups and contractors for compliance.

1.2.3 The contractor shall provide the expertise and experience to assist the FAA in tracking and identifying the Government Furnished Equipment (GFE), by name, type, serial number and location.

1.3 ADMINISTRATIVE SUPPORT TASKS

1.3.1 The contractor shall be responsible for controlling the storage area assigned by the government. This consists of keeping a current count on stock levels and informing the COWCOTR, or designated government representative, when levels are low or restocking is required. The contractor shall be responsible for setting up a database to track and maintain accurate inventory levels.

1.3.2 The contractor shall be responsible for issuing all equipment and supplies from inventory. used on a daily basis to support the installation and relocation of telecommunication services at the MMAC. The contractor shall keep a daily log of all equipment and supplies, and maintain/upgrade an automated and manual record keeping system.

1.3.3 The contractor shall be responsible for tracking all equipment and supplies issued from stock. The contractor shall be required to provide the Telecommunications Team (AMI-600B) a weekly report, in writing, of all equipment and supplies used. The contractor shall be required to setup and maintain a database for the purpose of tracking all equipment and supplies issued on a daily basis.

B. Staffing Requirements

20 PERSONNEL

The contractor shall provide the staffing required for on-site management and operations support of the MMAC Telecommunications Infrastructure. Additional personnel may be needed in times of heavy workload, unique or special projects, or when specific expertise is required for consultation, engineering and design services.

21 ON-SITE STAFFING

At a minimum, the contractor shall provide on-site personnel as follows:

21.1. Telecommunications Manager. The Telecommunications Manager will supervise the on-site technicians and interface with the COWCOTR or other designated government representative(s).

21.2 Lead Telecommunications Technician. Daily repairs on switches, telephones, hubs, and routers. Also, programs switches with IP addresses, subnet mask and equipment route path. Installs telephones and network stations. Extends T1's, 56K, and ISDN circuitry. Assess and evaluate inside and outside infrastructure cable plant. Serves as team lead in the absence of the manager. Works on daily trouble tickets and work orders.

21.3 Telecommunications Technician. Daily repairs on switches, telephones, hubs, and routers. Also, programs switches with IP addresses, subnet mask and equipment route path. Installs telephones and network stations. Extends T1's, 56K, and ISDN circuitry. Assess and evaluate inside and outside infrastructure cable plant. Works daily work orders

2.1.4 Telecommunications Electrician. install conduits for cable runs. Moves electrical circuits. installs telephones and network stations works on inside and outside infrastructure cable plant. Works daily work orders.

2.1.5 Telecommunications Wire Mechanics. Programs hubs and some switches under the direction of the Lead Technician or Telecommunications Manager. installs telephone and network stations. Works on inside and outside infrastructure cable plant.

2.2 EXPERIENCE/EDUCATION

2.2.1 The Telecommunications Manager, the Lead Telecommunications Technician and Telecommunications Technicians must be able to evaluate, ~~analyze, develop~~ or improve communication systems, procedures and requirements as outlined in this PWS. **Each must be a high school graduate or equivalent and certified in their specific area of telecommunications expertise as outlined in this PWS.**

2.2.2 Telecom Electrician must be licensed by the State of Oklahoma and city, certified to install electrical **circuitry**. The Wire Mechanics must have experience in pulling wire **cable to termination point, for** installation of network stations, telephones, switches, etc.

C. Training Requirements

3.0 CONTRACTOR PROVIDED TRAINING

The contractor **shall provide technical** skills enhancement training to its employees, as it relates to industry standards in telecommunications technology. This training is required in order to provide the telecommunications technicians with the knowledge, skills and abilities necessary to implement standards involved with current state-of-the-art software and hardware in **support** of network infrastructure LAN, WAN connectivity.

3.1 GOVERNMENT PROVIDED TRAINING

Contractor personnel participation in FAA-sponsored training shall be in accordance with Section H of the contract. The FAA may pay the direct hourly charges associated with the number of hours spent by the contractor's **employee(s)** in training if authorized by the Contracting Officer.

D. Travel Requirements

4.0 REQUIRED TRAVEL

The contractor may be required to travel in support of the **community** program. **COR/COTR** or designated government representative shall approve all travel in **d**

4.1 TRAVEL REIMBURSEMENT

4.1.1 The Government will reimburse the contractor for travel and per diem costs associated with **performance** of this contract where such travel has been approved in advance. The contractor shall not be reimbursed for any unauthorized travel. Reimbursement will be at cost in accordance with the Federal Aviation Administration's (FAA) Travel Policy (FAATP). The Government will not reimburse the contractor **travel** costs incurred for the replacement of personnel or for the convenience of the contractor or contractor's employees.

E. Correspondence Requirements

5.0 WRITTEN CORRESPONDENCE

The contractor shall coordinate written correspondence in accordance with the **Office of Information Services'** policies and guidelines on all reports, letters, memorandums, and documentation to include

minutes of meetings, monthly reports, telephone conversation reports, trip reports and other written material. All documents shall be coordinated through the COR/COTR or designated government representative. Further, all documents that will be distributed outside the FAA shall be reviewed for sensitive and/or classified information in accordance with the FAA's policies and regulations under this contract.

F. Quality Requirements

6.0 QUALITY CONTROL

The contractor shall establish and maintain a complete quality plan to assure the requirements of the functions are provided as specified.

6.1 QUALITY CONTROL PLAN

The contractor's quality control plan shall include an inspection system covering all services required by this PWS.

6.1.1 Two copies of the contractor's quality control plan shall be provided to the contracting officer (CO) and COR not later than ten (10) calendar days after contract award. Updated copies must be provided to the CO and COR as changes occur. The quality control plan shall include an inspection system covering all services required by this PWS.

6.1.2 The methods and inspection system for identifying and preventing defective work in the quality of services shall be performed, documented and presented to the designated government before the level of performance becomes unacceptable. Records of all on-site inspections conducted by the contractor and necessary corrective actions taken shall be made available to the designated government representative(s).

6.1.3 All documentation relevant to Quality Control, including, but not limited to, records, schedules, charts, listings, drafts, diagrams, etc., developed by the contractor becomes the property of the Government and shall remain so even upon termination of this contract. The contractor shall be responsible for keeping these items current at all times in a logical, orderly fashion. Documentation and records will be turned over to the Government upon request or completion of the task.

6.2 QUALITY ASSURANCE

The FAA will evaluate the contractor's performance under this contract using the surveillance method.

6.2.1 The FAA will record the results of its surveillance. When observation indicates defective performance as evidenced by the FAA representative's surveillance report, the contractor's representative will initial the report. Remedies for defective performance will be governed by AMS Clause 3.10.4-5, Inspection Time-and-Materials and Labor-Hour.

6.2.2 The contractor shall coordinate written correspondence in accordance with the Office of Information Services' policies and guidelines on all reports, letters, memorandums, and documentation to include minutes of meetings, monthly reports, telephone conversation reports, trip reports and other written material. All documents shall be coordinated through the COR or designated government representative. Further, all documents that will be distributed outside the FAA shall be reviewed for sensitive and/or classified information in accordance with FAA's policies and regulations under this contract.

Part III – Supporting Information

A. Place of Performance and Hours of Operation

1.0 PLACE OF PERFORMANCE

The place of performance for this contract shall be as follows:

FAA, Mike Monroney Aeronautical Center
Office of Information Services (AMI)
6500 S. MacArthur Blvd.
Oklahoma City. OK **73169**

1.1 HOURS OF OPERATION AND POINT OF CONTACT

1.1.1 The contractor shall provide a support work force on-site from 6:00 am. to 6:00 p.m. during normally scheduled government workdays. Technicians will be available on-call to perform emergency service **24** hours per day, **7** days per week.

1.1.2 The contractor is not required to provide routine service on the days observed by the Government as federal holidays, with the exception of emergency work orders or emergency repairs. Federal holidays are:

New Years Day
President's Day
Independence Day
Columbus Day
Thanksgiving Day

Martin Luther King's Birthday
Memorial Day
Labor Day
Veteran's Day
Christmas Day

1.1.3 The point of contact for technical issues related to this contract shall be as follows:

Task Manager (AMI-600B)
FAA, Mike Monroney Aeronautical Center
Multi-Purpose Building, Room B-9
6500 S. MacArthur Blvd.
Oklahoma City. OK **73169**

B. Government and Contractor Furnished Items

2.0 GOVERNMENT FURNISHED PROPERTY

The Government shall provide to the contractor, at no cost, facilities for administrative use, shop space, and vehicle parking. The contractor shall be responsible for physical security of all government furnished facilities. The contractor shall use the facilities in a prudent manner and to protect against waste and abuse.

2.1 GOVERNMENT FURNISHED SERVICES

Water, sewage service, refuse collection, telephone service, electricity, and heat will be furnished by the Government at no cost to the contractor for accomplishing the work described in this PWS.

2.2 CONTRACTOR FURNISHED ITEMS

2.2.1 The contractor shall provide the following vehicles in support of the MMAC Telecommunications Infrastructure:

Van – **1** each for use by the Installation Technicians.

5/8 Ton Truck – **1** each for heavy equipment delivery.

OR Street Vehicles (Scooters) – **4** each for use by the Installation Crew.

2.2.2 The contractor shall provide emergency equipment necessary to maintain contact with the Telecommunications Team as follows:

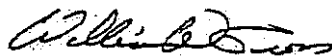
Programmable Frequency Band Radios – 2 each.

State-wide Pager – 1 each.

Local Pagers – 3 each.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No: 1994-2432
Revision No: 12
Date of Last Revision: 09/18/2000

Slate: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

** Fringe Benefits Required Follow the Occupational Listing **

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.22
Accounting Clerk II	10.15
Accounting Clerk III	13.01
Accounting Clerk IV	17.39
Court Reporter	12.32
Dispatcher, Motor Vehicle	13.46
Document Preparation Clerk	9.22
Duplicating Machine Operator	9.22
Film/Tape Librarian	9.88
General Clerk I	8.70
General Clerk II	9.43
General Clerk III	11.94
General Clerk IV	17.20
Housing Referral Assistant	14.96
Key Entry Operator I	8.70
Key Entry Operator II	9.87
Messenger (Courier)	9.49
Order Clerk I	8.09
Order Clerk II	11.18
Personnel Assistant (Employment) I	10.41
Personnel Assistant (Employment) II	11.36
Personnel Assistant (Employment) III	14.17
Personnel Assistant (Employment) IV	16.43
Production Control Clerk	15.50
Rental Clerk	10.35
Scheduler, Maintenance	10.35
Secretary I	10.35
Secretary II	12.90
Secretary III	14.96
Secretary IV	16.81

Secretary V	17.80
Service Order Dispatcher	10.80
Stenographer I	8.80
Stenographer II	9.12
Supply Technician	11.75
Survey Worker (Interviewer)	12.32
Switchboard Operator-Receptionist	8.75
Test Examiner	12.90
Test Proctor	12.86
Travel Clerk I	8.77
Travel Clerk II	9.21
Travel Clerk III	9.65
Word Processor I	7.63
Word Processor II	9.14
Word Processor III	9.92

Automatic Data Processing Occupations

Computer Data Librarian	8.07
Computer Operator I	8.28
Computer Operator II	10.19
Computer Operator III	13.66
Computer Operator IV	14.78
Computer Operator V	15.32
Computer Programmer I (1)	15.76
Computer Programmer II (1)	18.08
Computer Programmer III (1)	22.38
Computer Programmer IV (1)	25.99
Computer Systems Analyst I (1)	20.78
Computer Systems Analyst II (1)	23.26
Computer Systems Analyst III (1)	26.68
Peripheral Equipment Operator	9.23

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	15.64
Automotive Glass Installer	14.08
Automotive Worker	14.08
Electrician, Automotive	14.86
Mobile Equipment Servicer	12.54
Motor Equipment Metal Mechanic	15.64
Motor Equipment Metal Worker	14.08
Motor Vehicle Mechanic	15.64
Motor Vehicle Mechanic Helper	11.75
Motor Vehicle Upholstery Worker	13.31
Motor Vehicle Wrecker	14.08
Painter, Automotive	14.86
Radiator Repair Specialist	14.08
Tire Repairer	12.12
Transmission Repair Specialist	15.64

Food Preparation and Service Occupations

Baker	9.04
Cook I	7.51
Cook II	9.04
Dishwasher	6.60
Food Service Worker	6.50
Meat Cutter	10.39
Waiter/Waitress	6.75

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	14.86
Furniture Handler	10.36
Furniture Refinisher	14.86
Furniture Refinisher Helper	11.75
Furniture Repairer, Minor	13.31
Upholsterer	14.86

General Services and Support Occupations

Cleaner, Vehicles	7.12
Elevator Operator	7.32
Gardener	9.17
House Keeping Aid I	6.49
House Keeping Aid II	7.32
Janitor	7.32
Laborer, Grounds Maintenance	7.71
Maid or Houseman	6.49
Pest Controller	9.81
Refuse Collector	7.32
Tractor Operator	8.60
Window Cleaner	7.78

Health Occupations

Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.19
Licensed Practical Nurse I	9.00
Licensed Practical Nurse II	10.11
Licensed Practical Nurse III	11.32
Medical Assistant	9.93
Medical Laboratory Technician	10.11
Medical Record Clerk	9.77
Medical Record Technician	13.64
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	10.11
Registered Nurse I	14.01

Registered Nurse II	17.14
Registered Nurse II, Specialist	17.14
Registered Nurse III	20.77
Registered Nurse III, Anesthetist	22.11
Registered Nurse IV	24.85

Information and Arts Occupations

Audiovisual Librarian	16.49
Exhibits Specialist I	14.78
Exhibits Specialist II	16.34
Exhibits Specialist III	20.40
Illustrator I	14.78
Illustrator II	16.34
Illustrator III	20.40
Librarian	16.02
Library Technician	11.07
Photographer I	10.96
Photographer II	13.53
Photographer III	16.34
Photographer IV	20.40
Photographer V	23.41

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	6.11
Counter Attendant	6.11
Dry Cleaner	7.90
Finisher, Flatwork, Machine	6.11
Presser, Hand	6.11
Presser, Machine, Drycleaning	6.11
Presser, Machine, Shirts	6.11
Presser, Machine, Wearing Apparel, Laundry	6.11
Sewing Machine Operator	8.48
Tailor	9.05
Washer, Machine	6.59

Machine Tool Operation and Repair Occupations

Milchine-Tool Operator (Toolroom)	14.86
Tool and Die Maker	20.20

Material Handling and Packing Occupations

Forklift Operator	11.46
Fuel Distribution System Operator	14.02
Material Coordinator	14.54
Material Expediter	14.54
Material Handling Laborer	10.95
Order Filler	11.74
Production Line Worker (Food Processing)	11.46
Shipping Packer	10.57
Shipping/Receiving Clerk	10.57

Stock Clerk (Shelf Stocker, Store Worker II)	12.16
Store Worker I	10.06
Tools and Parts Attendant	11.46
Warehouse Specialist	11.46

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	15.64
Aircraft Mechanic Helper	11.75
Aircraft Quality Control Inspector	16.44
Aircraft Servicer	13.31
Aircraft Worker	14.08
Appliance Mechanic	14.86
Bicycle Repairer	12.12
Cable Splicer	17.99
Carpenter, Maintenance	14.86
Carpet Layer	14.08
Electrician, Maintenance	16.03
Electronics Technician, Maintenance I	13.01
Electronics Technician, Maintenance II	19.57
Electronics Technician, Maintenance III	21.95
Fabric Worker	13.31
Fire Alarm System Mechanic	15.64
Fire Extinguisher Repairer	12.54
Fuel Distribution System Mechanic	15.64
General Maintenance Worker	14.08
Heating, Refrigeration and Air Conditioning Mechanic	15.64
Heavy Equipment Mechanic	15.64
Heavy Equipment Operator	15.64
Instrument Mechanic	17.02
Laborer	8.41
Locksmith	14.86
Machinery Maintenance Mechanic	15.53
Machinist, Maintenance	15.64
Maintenance Trades Helper	11.75
Millwright	16.24
Office Appliance Repairer	14.86
Painter, Aircraft	14.86
Painter, Maintenance	14.86
Pipefitter, Maintenance	16.36
Plumber, Maintenance	15.56
Pneumatic Systems Mechanic	15.64
Rigger	15.64
Scale Mechanic	14.08
Sheet Metal Worker, Maintenance	15.64
Small Engine Mechanic	14.08
Telecommunication Mechanic I	17.99
Telecommunication Mechanic II	18.86
Telephone Lineman	17.99
Welder, Combination, Maintenance	15.64

Well Driller	5.64
Woodcraft Worker	15.64
Woodworker	12.54
Miscellaneous Occupations	
Animal Caretaker	7.37
Carnival Equipment Operator	8.65
Carnival Equipment Repairer	9.23
Carnival Worker	6.72
Cashier	6.86
Desk Clerk	8.41
Embalmer	16.57
Lifeguard	8.63
Mortician	16.57
Park Attendant (Aide)	10.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.62
Recreation Specialist	11.65
Recycling Worker	5.64
Sales Clerk	8.06
School Crossing Guard (Crosswalk Attendant)	6.37
Sport Official	8.63
Survey Party Chief (Chief of Party)	16.23
Surveying Aide	9.04
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.97
Swimming Pool Operator	9.04
Vending Machine Attendant	7.51
Vending Machine Repairer	9.04
Vending Machine Repairer Helper	7.51
Personal Needs Occupations	
Child Care Attendant	8.41
Child Care Center Clerk	12.06
Chore Aid	5.01
Homemaker	13.40
Plant and System Operation Occupations	
Boiler Tender	15.64
Sewage Plant Operator	14.86
Stationary Engineer	17.20
Ventilation Equipment Tender	11.75
Water Treatment Plant Operator	14.86
Protective Service Occupations	
Alarm Monitor	9.57
Corrections Officer	12.62
Court Security Officer	12.96
Detention Officer	12.62
Firefighter	10.91
Guard	7.77

Guard II	11.40
Police Officer	13.80

Stevedoring/Longshoremen Occupations

Blocker and Bracer	15.79
Hatch Tender	13.73
Une Handler	13.73
Stevedore I	14.94
Stevedore II	16.67

Technical Occupations

Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.76
Archeological Technician I	11.94
Archeological Technician II	13.36
Archeological Technician III	16.54
Cartographic Technician	16.63
Civil Engineering Technician	16.34
Computer Based Training (CBT) Specialist/ Instructor	21.76
Drafter I	10.58
Drafter II	12.22
Drafter III	16.11
Drafter IV	18.81
Engineering Technician I	12.54
Engineering Technician II	15.71
Engineering Technician III	17.26
Engineering Technician IV	22.36
Engineering Technician V	25.80
Engineering Technician VI	29.61
Environmental Technician	17.03
Flight Simulator/Instructor (Pilot)	26.55
Graphic Artist	18.92
Instructor	19.76
Laboratory Technician	12.23
Mathematical Technician	18.80
Paralegal/Legal Assistant I	12.32
Paralegal/Legal Assistant II	16.05
Paralegal/Legal Assistant III	19.63
Paralegal/Legal Assistant IV	23.76
Photooptics Technician	19.64
Technical Writer	20.46
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	13.83
Weather Observer, Senior (3)	15.91

Weather Observer, Upper Air (3)	13.83
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.40
Parking and Lot Attendant	8.00
Shuttle Bus Driver	10.09
Taxi Driver	9.49
Truckdriver, Heavy Truck	13.69
Truckdriver, Light Truck	10.09
Truckdriver, Medium Truck	11.40
Truckdriver, Tractor-Trailer	13.69

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.55 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day-off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of: basic pay, plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e., occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, drying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and,

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possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

** UNIFORM ALLOWANCE -

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)). When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order: proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together

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with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, Department of Labor for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4)

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

SKILL CATEGORY DESIGNATION (EXEMPT/NONEXEMPT)
Screening Information Request No. DTFA-02-01-R-00001.

NOTICE: This document corresponds to AMS Clause **3.6.2-28, Service Contract Act of 1966, as Amended (April 1996).** and to AMS Clause **3.6.2-30, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (April 1996),** and to the U.S. Department of Labor Wage Determination No. **1994-2432, Revision No.12.** It must be completed by each **offeror** and returned as part of Volume II, **Cost/Price Information, L3, Part II.**

This contract is subject to the Service Contract Act of 1965, as amended (**41 U.S.C. 351 et seq.**). Every **service** employee performing work under a service contract in excess of \$2,500 must be paid not less than the minimum prevailing wage rate and **fringe** benefits unless a specific exemption applies. The contractor must identify **exempt/nonexempt** skill categories below. Every nonexempt skill **category** should indicate the coresponding Department of Labor Occupation Title and Code.

<u>DISCIPLINE (SKILL)</u>	<u>Department of Labor Occupation Title and Code</u>	<u>Exempt/Nonexempt</u>
Telecommunications Manager		Exempt
Lead Telecommunications Technician	23931 Telecommunications Mechanic II	Non-Exempt
Telecommunications Technician	23930 Telecommunications Technician	Non-Exempt
Telecommunications Electrician	23950 Telephone Lineman	Non-Exempt
Telecommunications Wire Mechanic	23125 Cable Splicer	Non-Exempt